

Mobile CountyState of Alabama**AGREEMENT AND PROMISSORY NOTE**

Trustees of the Sheet Metal Workers Local Union 441 Health & Welfare Trust Fund
 (Hereinafter referred to as the Trust Fund or Trust)

Employer Name: Ace Fabrication, Inc. EIN: 63-0001726
 2713 Dauphin Street
 Mobile, AL 36606

and

Owner/Operator(s) Personally: William F. Stewart, III and Robin C. Stewart
 (Hereinafter referred to as the Guarantors).

Principal Balance Due – \$77,664.00:

	Contribution	Credit Cost	Total
Health & Welfare Trust Fund	\$ 70,261.96	\$ 7,402.04	\$ 77,664.00

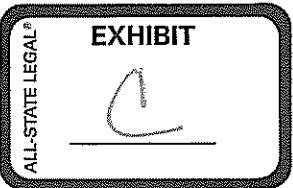
For value received:

This Agreement is entered into this 17th day of September, 2010 by and between the Trustees of the Sheet Metal Workers Local Union 441 Health & Welfare Trust Fund and Ace Fabrication, Inc. and William F. Stewart, III and Robin C. Stewart individually hereinafter referred to as the "Guarantors."

Ace Fabrication, Inc. is signatory to the Collective Bargaining Agreement with the Sheet Metal Workers Local Union 441 and is signatory to the Trust. The Collective Bargaining Agreement and Trust require that Employer contributions be paid to the Trust Fund in behalf of certain employees and provides for the collection of the required contributions plus interest or liquidated damages (whichever is greater) assessed on the unpaid contributions and legal fees and court costs associated with the collection process.

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Ace Fabrication, Inc. has failed to make Employer contributions to the Trust Fund as stated:

Month & Year	Health Due
February, 2010	\$ 22,711.98
April, 2010	+ 25,169.02
May, 2010	+ 22,380.96
Sub-Total	\$ 70,261.96
Liquidated Damages	+ 14,052.39
Total	\$ 84,314.35

The Guarantors stipulate that the contributions due and payable to the Trusts are as shown in the above listing. The Guarantors stipulate that the Liquidated Damages as shown in the above listing are as of August 23, 2010. The Guarantors stipulate that the total amount due the Trust Fund as shown in the above listing is true and correct.

The Trustees agree not to file suit to collect the delinquent amount or liquidated damages if the Guarantors make timely payment of the amounts due to retire the debt and maintain future contributions due on a timely basis as stated in the Collective Bargaining Agreement starting with the contributions due for September 1, 2010. The liquidated damages amount shall be converted to an interest or credit cost in the amount of \$7,402.04 for the term of this agreement.

The Guarantors further agree to pay an amount no less than \$1,618.00 to the Local 441 Health Trust Fund on the first day of each month for a period of 48 months to total \$77,664. The exact same amount, \$1,618.00, shall be paid on the first day of each subsequent month until the entire amount due the Health Trust Fund has been paid in full. There is no grace period for payment and the payment must be received in the office of the Plan Manager, Alabama Administrators, on the first day of each month until the debt is paid in full.

The parties agree that should the Guarantors fail to make timely payment of future Employer contributions or timely payment to retire the debt under this Agreement and Promissory Note the Trustees will initiate legal action to secure the payment, plus the full amount of liquidated damages and attorney fees, court costs and all other costs incurred in the effort to collect said delinquencies.

The parties further agree that the Guarantors may retire the debt owed at any time by paying the total amount remaining due net of the interest credit adjustment.

The Trustees agree that when the Guarantors retire the debt owed in full to the satisfaction of the Trustees that the Trustees will waive all rights and interest in the assessed liquidated damages.

This note is to be construed according to the laws of the State of Alabama.

Failure to pay an installment when due under this Agreement and Promissory Note or failure to comply with all conditions and requirements of the Promissory Note will result in the entire principle sum, plus liquidated damages, attorney fees, court costs and all other costs incurred in the effort to collect said delinquencies becoming due immediately. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Agreed and attested to by and in behalf of:

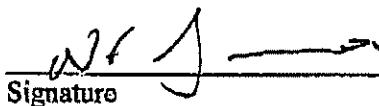
Sheet Metal Workers Local Union 441 Health & Welfare Trust Fund
c/o Alabama Administrators
1717 Old Shell Road
Mobile, Alabama 36604


Chairman of the Board of Trustees

Attested to by Guarantors –
{All stockholders or owner/operators should sign in each column}

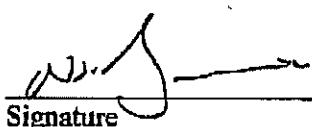
Each individual will be liable as a corporate officer and personally and individually for payment of the debt and fulfillment of the requirements of this Agreement and Promissory Note

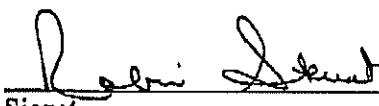
In behalf of the Employer –


Signature

9/17/2010
Date

In behalf of the Owner/Operator Personally –


Signature
9/17/2010
Date


Signature

9/17/2010
Date


Signature

9/17/2010
Date

WITNESS - NOTARY PUBLIC

STATE OF Alabama COUNTY OF Mobile

I, Mary C. Day, a Notary Public certify
that, William F. Stewart III

whose name(s) is/are signed to the foregoing instrument in an individual and personal capacity, and who
are known to me, acknowledged before me on this date, that being informed of the contents of such
instrument, each executed the instrument voluntarily on the 17th day of September, 2010.

Given under my hand and Notary Seal this 17th day of September, 2010.

Mary C. Day 08-22-2012
NOTARY PUBLIC My commission expires

Information -

Please provide the printed name, address, Social Security number and phone number for each Guarantor
listed.

William F. Stewart - 5906 Vaugh Dr Satsuma, AL 36572 / 424-80-200-

Robin Stewart - 417-94-3074 / 251-478-0401